

## Amendment 102

### To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 102 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 14<sup>th</sup> day of December, 2010, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate ERG for the work necessary to relocate King County Metro's (KCM) CST, CIPP's and Card Printers to new desk positions. This work is performed per CR-002204 *KCM Mail Center CST's and Printers*.
- C. The parties agree that the work necessary to move the designated equipment will be performed and compensated as described below.

## Section 1.0 Description of Work

- 1.1 The Contractor will perform the work necessary to move the CST, CIPPs and Card Printers to new desk positions as described in a diagram provided by KCM.
- 1.2 The Contractor's will perform sufficient testing, post-relocation to ensure that the CIPP's and CST are functional. Said testing is not limited to, but must include:
  - (a) Connectivity to central clearinghouse services and applications
  - (b) Connectivity between the Customer Service Terminal and the Back Office Computer
  - (c) RDP from Clearinghouse
  - (d) DNS is resolving correctly
  - (e) Network shares are reachable.
  - (f) All Agency websites are reports are accessible
  - (g) Perform CST Installation and Commissioning Test
  - (h) Perform CIPP Installation and Commissioning Test

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

## Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

### VI. IMPLEMENTATION

#### SPECIAL PROGRAMS

Amendment No. 102

<b>LUMP SUM COST</b>
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To perform the work to relocate designated KCM CST, CIPPs and Card Printers.	
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<b>TOTAL</b>	<b>\$1039</b>
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### Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Two shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

**ERG Transit Systems (USA) Inc.**

By:   
Its: VICE PRESIDENT  
Date: 10th Dec, 2010

**The Agencies**

By:   
Their: Operations Manager  
On behalf of the Agencies  
Date: Dec 14, 2010

**Signed by ERG Transit Systems (USA) Inc by its attorney Elaine Aulgur pursuant to Power of Attorney dated 18 June 2010:**

\_\_\_\_\_  
**Elaine Aulgur**                      **Date**

**In the presence of:**

\_\_\_\_\_  
**Witness Signature**                      **Date**

**Witness name:** \_\_\_\_\_